

STATE OF NEW MEXICO
COUNTY OF RIO ARRIBA
FIRST JUDICIAL DISTRICT COURT

NORTHERN NEW MEXICO FEDERATION
OF EDUCATIONAL EMPLOYEES, AN
AFFILIATE OF AFT NM, AFT/AFL-CIO,

Appellant,

v.

Case No. D-117-CV-2014-00038

NORTHERN NEW MEXICO COLLEGE, and
NORTHERN NEW MEXICO COLLEGE
LABOR MANAGEMENT RELATIONS
BOARD,

Appellees.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT made and entered into by and between the Estate of Mildred Martinez (hereinafter referred to as "Martinez") and Appellees on this _____ day of November 2016.

1. Martinez and Appellees desire to settle and discharge all claims asserted, and that could have been asserted by Martinez based on Martinez's employment with Northern New Mexico College ("NNMC").
2. In consideration of Martinez releasing all claims against Appellees, NNMC agrees to pay a total amount of THREE THOUSAND DOLLARS (\$3,000.00) for pain and suffering to Martinez. In return, Martinez her agents, attorneys, heirs, successors, assigns, personal representatives, and any persons or parties subrogated to his rights and any persons or parties having any rights of representation through her hereby agree to unconditionally release and discharge Appellees and its employees, officials, agents, insurees, successors and assigns from any

and all claims including but not limited to punitive or exemplary damages, for interest, costs, and attorney's fees; for lost wages, for claims of any type which could have been made under state or federal statute; for any claims which could be made pursuant to any theory of the common law; and for any other claims of whatsoever that NNMC had or could have had, resulting from, arising out of, or in any way related to her employment with NNMC.

3. In further consideration and inducement for this compromise settlement, Martinez agrees to indemnify, defend and hold Appellees harmless from any and all past, present and future claims, liens, demands, causes of action, in law or in equity, whether known or unknown, which may hereafter be made or brought by Martinez or any other person or entity, claiming damages, reimbursement, subrogation, indemnity, or contribution which might be filed or claimed as a result of, or in any way arising out directly or indirectly from the events that form the basis for the above captioned lawsuit. It is the intent of Martinez that this indemnity agreement shall include indemnification to Appellees for any and all judgments, awards, settlements, costs, attorney's fees or expenses, of whatever nature, it being the intent of Martinez to completely and fully terminate any exposure or liability on behalf of Appellees.
4. This Settlement Agreement is not to, and shall not, be construed to be an admission of fault or wrongdoing on the part of Appellees, but rather is in compromise of disputed claims.
5. Martinez acknowledges that Appellees and their attorneys have made no promises or representations other than those recited in this Settlement Agreement to induce Martinez entering into this Settlement Agreement.

6. This Settlement Agreement contains the entire agreement between the parties herein and their agents and representatives and it is agreed that the terms of this Agreement are contractual and not a mere recital.

7. This Settlement Agreement shall become effective upon execution of the parties herein.

IN WITNESS WHEREOF the parties have executed this Settlement Agreement as of the date first written above.

APPELLEES:

Domingo Sanchez III

State of New Mexico)
County of Santa Fe)
} ss.

The foregoing instrument was acknowledged before me this 5th day of January,
2016 by Domingo Sanchez III
2017

Jessie J. Rags
Notary Public

My commission expires: 10/22/2018

Shanaya Herrera


State of New Mexico

County of Rio Arriba

by Shanaya Herrera The foregoing instrument was acknowledged before me this 15 day of November, 2016.


Maxine Guillen
Notary Public

My commission expires: 10-24-2019

